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March 21, 2014

## VIA ECF

The Hon. Ronnie Abrams  
United States District Court for the  
Southern District of New York  
40 Foley Square  
New York, NY 10007

Re: *Residential Funding Company, LLC v. SunTrust Mortgage, Inc.*,  
13-cv-8938 (RA)

Dear Judge Abrams:

We represent Defendant SunTrust Mortgage, Inc. (“SunTrust”) in the above-captioned matter and write in response to Plaintiff’s Related Case Statement (Doc. No. 26), filed March 18, 2014, seeking to deem this case related to two other cases filed by Plaintiff: (1) *Residential Funding Company v. Columbia Home Loans, LLC*, 13 cv-8867 (RA) (“*Columbia*”) and (2) *Residential Funding Company, LLC v. GreenPoint Mortgage Funding, Inc.*, No. 13-cv-8937 (PKC) (“*GreenPoint*”). This case and the *Columbia* case were assigned to Your Honor.

Defendant does not oppose a designation of this case as related to the *Columbia* and *GreenPoint* cases because this case will remain before Your Honor. Local Rule 13 provides that “[a] case ... designated as related shall be forwarded to the judge before whom the allegedly related case ... having the lowest docket number is *or was pending* ...” (emphasis added). The *Columbia* case<sup>1</sup> has the lowest docket number and, therefore, this case – if deemed related – will stay with Your Honor.

In so doing, Defendant does not concede that the “relatedness” allegations in Plaintiff’s Related Case Statement are accurate or present the full picture of the nature of these breach of contract cases. If the Court does not grant Defendant’s motion to dismiss, Plaintiff will have the burden to establish – on a loan-by-loan basis – that individual residential mortgage loans breached specific representations and warranties. This will require an individualized assessment of each allegedly defective loan sold by the

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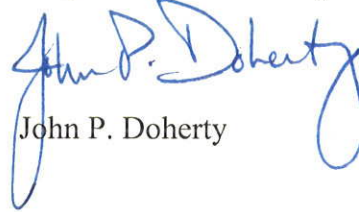
<sup>1</sup> The case was voluntarily dismissed by Plaintiff without prejudice on March 17, 2014.

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respective defendants, under differing governing law and agreements.<sup>2</sup> Nonetheless, as stated, Defendant does not oppose Plaintiff's application.

Respectfully submitted,



John P. Doherty

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<sup>2</sup> Based on Plaintiff's insufficient pleadings, it is impossible to determine the degree of variation among the cases.